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3 **IN THE UNITED STATES DISTRICT COURT FOR THE**
4 **WESTERN DISTRICT OF WASHINGTON**

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6 **KIMBERLY A. BUTTRAM f/k/a**
7 **KIMBERLY A. SCHLOEMER,**

8

Plaintiff,

9

vs.

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11 **RIDGWAY LAW GROUP, P.S., a**
12 **Washington Professional Services**
13 **Corporation, and; SHEILA**
14 **CONLON RIDGWAY, Individually**
15 **and on Behalf of the Marital**
16 **Community Comprised of SHEILA**
17 **CONLON RIDGWAY and JOHN**
18 **DOE RIDGWAY,**

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Defendants.

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21 The Complaint of KIMBERLY A. BUTTRAM alleges as
22 follows:

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24 **I. PARTIES**

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26 1.0 Plaintiff KIMBERLY A. BUTTRAM, who was formerly
27 known as KIMBERLY A. SCHLOEMER during her marriage, is a person

1 of the full age of majority, who resides Rockwall, Rockwall County, Texas.

2 1.1 Defendant RIDGWAY LAW GROUP, P.S. is a Washington
3 professional services corporation, with its principal place of business
4 located in in Seattle, King County, Washington. At all times relevant
5 herein, Defendant RIDGWAY LAW GROUP, P.S. was and is jointly and
6 severally liable for the acts and omissions of Defendant SHEILA
7 CONLON RIDGWAY pursuant to *respondeat superior* and/or RCW
8 18.100.070.

9 1.2 Defendant SHEILA CONLON RIDGWAY is a person of the
10 full age of majority, who resides in the State of Washington and this
11 District and maintains her offices for the practice of law in Seattle, King
12 County, Washington. At all times relevant herein, Defendant SHEILA
13 CONLON RIDGWAY was acting within the course and scope of her role
14 as principal and employee of Defendant RIDGWAY LAW GROUP, P.S.
15 Plaintiff does not know whether Defendant SHEILA CONLON
16 RIDGWAY is married or a single person. Plaintiff thus refers to
17 Defendant SHEILA CONLON RIDGWAY's unknown spouse as "JOHN
18 DOE RIDGWAY" pending discovery, as any acts and/or omissions
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2 relevant hereto may have been done on behalf of or for the benefit of that
3 marital community.

4 1.3 For ease of reference, this Complaint refers to Defendants
5 RIDGWAY LAW GROUP, P.S. and SHEILA CONLON RIDGWAY
6 collectively as “RIDGWAY” unless otherwise specified.
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II. JURISDICTION AND VENUE

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10 2.0 Jurisdiction is proper in this Court based on diversity of
11 citizenship within the meaning of 28 U.S.C. §1332, because Plaintiff is
12 domiciled in the State of Texas and Defendants are domiciled in the State
13 of Washington, and the amount in controversy in this case exceeds
14 \$75,000.
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17 2.1 Venue is proper in this Court, in conformity with 28 USCA
18 §1391, because the Defendants reside in this District and the harm alleged
19 arose in King County, Washington, including but not limited to
20 Defendants’ legal representation of Plaintiff in King County Superior Court
21 matter, no. 17-4-04238-0, entitled *Craig X. St. John Summers Residence*
22 *Trust, et al v. Kimberly Buttram Schloemer* (the “Underlying Matter”).
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1 **III. FACTS**

2 3.0 In November 2000, Craig and Linda Summers, as Trustors,
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4 created two irrevocable Trusts, *i.e.*, the Craig X. St. John Summers
5 Residence Trust and the Linda Kathleen Summers Residence Trust.

6 3.1 In June 2004, BUTTRAM (then known by her maiden
7 was appointed Trustee of the each of the two Trusts, and accepted
8 appointment to those positions on June 17, 2004.

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10 3.2 On November 16, 2006, Craig X. St. John Summers filed
11 Chapter 7 bankruptcy in the United States Bankruptcy Court for the
12 Western District of Washington, Case no. 06-14077-MLB.

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14 3.3 From approximately 2006 until at least July 5, 2017,
15 BUTTRAM understood and reasonably believed that an attorney named
16 SEAN KANOA S. OSTREM (hereinafter referred to as “OSTREM”) was
17 acting as her attorney in her capacity as Trustee of the two Trusts, based on
18 his legal advice to BUTTRAM. For example, OSTREM, for example,
19 advised BUTTRAM in November 2006 that, as Trustee, she was
20 “entitled to reasonable compensation” and that reasonable compensation
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1 was “clearly warranted here.”

2 3.4 OSTREM also advised BUTTRAM that the bankruptcy
3 filing by Craig X. St Johns Summer had converted the Trust(s) into an
4 annuity trust, thus authorizing BUTTRAM to received compensation for
5 her work as Trustee of the two trusts.
6

7 3.5 OSTREM also billed BUTTRAM for his legal advice.

8 3.6 OSTREM also did not advise BUTTRAM that he could not
9 provide her with legal advice, or that she should consult independent
10 counsel rather than rely upon his advice.
11

12 3.7 On March 13, 2015, Craig Summers commissioned an audit
13 of the two Trusts.
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15 3.8 On or about March 21, 2015, BUTTRAM retained
16 RIDGWAY to represent her with respect to the two Trusts. RIDGWAY
17 thereafter continued to represent BUTTRAM in all matters related
18 to the two Trusts, including but not limited to the Underlying Matter.
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20 3.9. On June 26, 2015, the attorney for the Trustors demanded that
21 BUTTRAM return all compensation paid to her during her tenure as
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Trustee of the two Trusts, in the amount of \$179,245.37. RIDGWAY, however, advised BUTTRAM to reject that settlement demand.

3.10 On July 5, 2017, the beneficiaries of the two Trusts filed a TEDRA lawsuit against BUTTRAM in King County Superior Court matter, no. 17-4-04238-0, entitled *Craig X. St. John Summers Residence Trust, et al v. Kimberly Buttram Schloemer* (the “Underlying Matter”). Under the TEDRA statute, BUTTRAM was exposed to liability for the petitioners’ attorney fees in addition to any damages and/or interest that might be awarded against her.

3.11 On January 29, 2018, BUTTRAM engaged in mediation of the Underlying Matter. RIDGWAY represented BUTTRAM in the mediation. At the conclusion of the mediation, the parties entered into an agreement to settle the Underlying Matter based upon a payment by BUTTRAM to the plaintiffs (“petitioners”) in the Underlying Matter, which the parties reduced to writing in the form of a Mediated Settlement Agreement that same day.

3.12 RIDGWAY participated in the drafting of a formal Mediated

1 Settlement Agreement referred to in Complaint ¶3.13, which RIDGWAY
2 approved and advised BUTTRAM to execute. The Mediated Settlement
3 Agreement included the following language:

5 **7. Mutual Release.**

6 Petitioners [Beneficiaries], Respondent [Schloemer] and Trustors
7 hereby release each other, and their respective agents and attorneys,
8 from all claims, demands, actions, suits, costs, damages, expenses
9 compensation, penalties, liabilities and obligations of any kind or
nature, whether in law or in equity, whatsoever, known or unknown,
10 direct or consequential, foreseen or unforeseen, matured or arising
11 at any time relating to any matter. Each party agrees and
12 understands that they make this Agreement of their own free will
13 and have had the opportunity to consider its consequences, and the
opportunity to have it reviewed by counsel.

14 3.13 On that same day, January 29, 2018, BUTTRAM executed
15 the Mediated Settlement Agreement referred to in Complaint ¶3.12 in
16 reliance on the advice of RIDGWAY. BUTTRAM thereafter made the
17 settlement payments required of her by the Mediated Settlement
18 Agreement.

19 3.14 At all times during the mediation and thereafter, RIDGWAY
20 knew that BUTTRAM contemplated the filing of a legal malpractice
21 claim against OSTREM based upon OSTREM's erroneous legal advice
22

1 to BUTTRAM.

2 3.15 On January 25, 2018, BUTTRAM commenced a legal
3 malpractice action against OSTREM in the King County Superior Court
4 Case no. 18-2-02205-3 SEA entitled *Schloemer v. Ostrem*.

5 3.16 On February 8, 2019, the King County Superior Court
6 dismissed *Schloemer v. Ostrem* based on its conclusion that §7 of the
7 Mediated Settlement Agreement described in Complaint ¶3.12 released
8 all claims of BUTTRAM asserted against OSTREM in *Schloemer v.*
9 *Ostrem*.

10 3.17 Based on the advice of counsel, BUTTRAM reasonably
11 concluded that an appeal of the trial court dismissal of *Schloemer v. Ostrem*
12 had no reasonable probability of success and that she could not justify the
13 substantial time and expense involved in pursuing an appeal of *Schloemer*
14 *v. Ostrem* in light of her limited chances of success in such an appeal.

15 **IV. FIRST CAUSE OF ACTION: LEGAL MALPRACTICE**

16 4.0 Plaintiff re-alleges and incorporates by reference every
17 allegation set forth in ¶¶1.0-3.17, above, as if fully set forth here.

18 4.1 Upon acceptance of representation of BUTTRAM in the

Underlying Matter, RIDGWAY undertook a duty of competence to BUTTRAM, to meet or exceed the standard of care applicable to a reasonably prudent Washington State attorney representing a client in the same or similar circumstance as BUTTRAM.

4.2 The representation of Plaintiff BUTTRAM by Defendant SHEILA CONLON RIDGWAY fell below the standard of care expected of a reasonable and prudent Washington attorney representing clients in the same or similar manner in that RIDGWAY: (a) failed to read and understand the Mediated Settlement Agreement prior to advising BUTTRAM to execute it; (b) failed to identify the risk that the language of the Mediated Settlement Agreement would release BUTTRAM's legal malpractice claims against OSTREM despite knowing of BUTTRAM's plan to pursue such a claim against OSTREM, and advise BUTTRAM of that risk; (c) created a foreseeable risk that execution of the Mediated Settlement Agreement would lead to litigation time and expense for BUTTRAM in her contemplated legal malpractice claim

4.2 Defendant SHEILA CONLON RIDGWAY's breaches of the

1 standard of care proximately caused Plaintiff BUTTRAM damage,
2 including but not limited to: (1) the recovery from OSTREM lost due to
3 dismissal of *Schloemer v. Ostrem*; (2) the amounts paid to RIDGWAY
4 in fees and expenses in the Underlying Matter which were rendered
5 valueless due to dismissal of *Schloemer v. Ostrem*; (3) all fees and
6 expenses incurred by BUTTRAM in *Schloemer v. Ostrem* which were
7 rendered valueless due to dismissal of *Schloemer v. Ostrem*, and; (4) and
8 such other damages, whether direct or consequential, as BUTTRAM may
9 have incurred as a result of RIDGWAY'S negligence.

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13 4.3 Defendant RIDGWAY LAW GROUP, P.S. is jointly and
14 severally liable for the acts and omissions of Defendant SHEILA
15 CONLON RIDGWAY, pursuant to *respondeat superior* and/or RCW
16 18.100.070.
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19 WHEREFORE Plaintiff prays for judgment in her favor and against
20 the Defendants, jointly and severally, awarding her the following relief:
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22 A. All damages sustained by Plaintiff because of Defendant's
23 negligent acts and/or omissions;

- B. Legal interest, including pre-judgment interest, on all damages to the fullest extent authorized by Washington law;
 - C. All taxable costs and disbursements;
 - D. Such other and different relief as the Court may deem just and equitable.

V. DEMAND FOR TRIAL BY JURY

5.0 Plaintiffs demand that all issues in this case be tried to a jury, pursuant to the Seventh Amendment to the United States Constitution and Fed. R. Civ. Proc. 38.

DATED: May 7, 2019.

WAID LAW OFFICE, PLLC

BY:/s/ Brian J. Waid
BRIAN J. WAID
WSBA No. 26038
Attorney for Plaintiff